

**GENERAL PROVISIONS FOR  
CORPORATE PROFESSIONAL SERVICES  
UNDER  
U. S. DEPARTMENT OF ENERGY  
PRIME CONTRACT NO. DE-AC09-96SR18500  
  
WESTINGHOUSE SAVANNAH RIVER CO.,  
LLC  
SAVANNAH RIVER SITE  
AIKEN, SC 29808**

**TABLE OF CONTENTS**

*Change Bar indicates new article, a change in  
application, or that text of Article has changed  
from Revision 14*

*\* Incorporated by reference to appropriate FAR  
clause (see <http://www.arnet.gov/far>) and DEAR  
clause (<http://professionals.pr.doe.gov>)*

<u>Article</u>	<u>Page No.</u>
<b>SECTION A ARTICLES APPLY REGARDLESS OF ORDER PRICE.....</b>	<b>2</b>
A.1 DEFINITIONS.....	2
A.2 WORK AND SERVICES TO BE PROVIDED..	2
A.3 TECHNICAL DIRECTION.....	3
A.4 INDEPENDENT CONTRACTORS.....	3
A.5 SELECTION OF PERSONNEL.....	3
A.6 PAYMENT .....	3
A.7 PAYMENT BY ELECTRONIC FUNDS TRANSFER .....	4
A.8 PROFESSIONAL CONDUCT .....	4
A.9 ASSUMPTION OF RISK AND INDEMNIFICATION.....	5
A.10 DISPUTES.....	6
A.11 CHANGES.....	6
A.12 PERMITS .....	7
A.13 RIGHTS TO PROPOSAL DATA.....	7
A.14 TERMINATION.....	7
A.15 PERSONAL SERVICES .....	7
A.16 ASSIGNMENT.....	7
A.17 THIRD PARTIES .....	7
A.18 CONFIDENTIALITY OF INFORMATION .....	7
A.19 DEFAULT .....	8
A.20 FOREIGN TRAVEL .....	9
A.21 GENERAL.....	9
A.22 LIMITATION OF FUNDS.....	9
A.23 TAX WITHHOLDING FOR NONRESIDENTS . .....	10
A.24 SECURITY .....	10
A.25 COUNTERINTELLIGENCE .....	12

A.26 UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION (UCNI).....	12
A.27 FOREIGN OWNERSHIP, CONTROL,OR INFLUENCE OVER CONTRACTOR .....	13
A.28 WORKPLACE SUBSTANCE ABUSE PROGRAM .....	13
A.29 GENERAL EMPLOYEE TRAINING AND ANNUAL REFRESHER TRAINING FOR SUBCONTRACT EMPLOYEES .....	14
A.30 SECURITY EDUCATION REQUIREMENTS FOR CONTRACTORS .....	15
A.31 CONTRACTOR'S LIABILITY FOR FINES AND PENALTIES .....	16
A.32 FOREIGN NATIONALS .....	16
A.33 JOINT INTELLECTUAL PROPERTY RIGHTS .....	16
A.34 SCIENTIFIC AND TECHNICAL INFORMATION .....	16
A.35 BANKRUPTCY .....	17
A.36 PRICE-ANDERSON AMENDMENTS ACT ..	17
A.37 SUPPLEMENTAL DEFINITIONS FOR FAR AND DEAR CLAUSES INCORPORATED BY REFERENCE .....	17
*A.38 NUCLEAR HAZARDS INDEMNITY AGREEMENT (JUN 1996).....	17
*A.39 CLASSIFICATION/ DECLASSIFICATION (SEP 1997) .....	17
*A.40 EQUAL OPPORTUNITY (FEB 1999) .....	17
*A.41 CONVICT LABOR (AUG 1996).....	18
*A.42 NOTICE OF LABOR DISPUTES (FEB 1997) 18	
*A.43 INTEREST (JUN 1996) .....	18
*A.44 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000) ..	18
*A.45 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000).....	18
*A.46 PATENT RIGHTS - ACQUISITION BY THE GOVERNMENT (SEP 1997).....	18
*A.47 PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM (FEB 1995) 18	
*A.48 RIGHTS IN DATA – GENERAL (JUN 1987) 18	
*A.49 RIGHTS IN DATA - ALTERNATE II (JUN 1987) .....	18
*A.50 ADDITIONAL DATA REQUIREMENTS (JUN 1987) .....	18
*A.51 PRINTING (DEC 2000).....	18
*A.52 PRIVACY ACT (APR 1984) .....	18
*A.53 ACCOUNTS, RECORDS AND INSPECTIONS (DEC 2000) .....	18

**SECTION B ARTICLES APPLY IF THE PRICE  
OF THIS ORDER EXCEEDS \$10,000.....**

*B.1 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) .....	18
*B.2 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998) .....	18
*B.3 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999).....	18
*B.4 PATENT INDEMNITY (APR 1984) .....	18
*B.5 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999).....	18

**SECTION C ARTICLES APPLY IF THE PRICE OF THIS ORDER EXCEEDS \$25,000.....19**

- C.1 REPORTING OF ROYALTIES .....19
- \*C.2 PROTECTION OF GOVERNMENT'S INTEREST IN SUBCONTRACTING (JUL 1995).....19

**SECTION D ARTICLES APPLY IF THE PRICE OF THIS ORDER EXCEEDS \$100,000.....19**

- \*D.1 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997)) .....19
- \*D.2 AUTHORIZATION AND CONSENT (JUL 1995).....19
- \*D.3 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002) .....19
- \*D.4 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997) .....19
- \*D.5 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 1999).....19
- \*D.6 INTEGRITY OF UNIT PRICES (OCT 1997)..19
- \*D.7 ANTI-KICKBACK PROCEDURES (JUL 1995) .....19
- \*D.8 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)19
- \*D.9 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION – GENERAL (JUL 1995)..19
- \*D.10 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (JUN 1997).....19
- \*D.11 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000).....19

**SECTION E ARTICLES APPLY IF THE PRICE OF THIS ORDER EXCEEDS \$500,000.....20**

- E.1 DISPLACED EMPLOYEE HIRING PREFERENCE .....20
- \*E.2 WORKFORCE RESTRUCTURING UNDER SECTION 3161 OF THE NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 1993 (DEC 2000).....20
- \*E.3 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 1999) .....20

**SECTION F ARTICLES APPLY ONLY IF SPECIFIED IN THE ORDER, REGARDLESS OF ORDER PRICE.....20**

- F.1 INTEGRATION OF ENVIRONMENT, SAFETY AND HEALTH INTO WORK PLANNING AND EXECUTION .....20
- F.2 ENVIRONMENT, SAFETY, AND HEALTH COMPLIANCE - ALTERNATIVE I .....22
- F.3 ENVIRONMENT, SAFETY, AND HEALTH COMPLIANCE – ALTERNATIVE II .....22
- F.4 ENVIRONMENT, SAFETY, AND HEALTH COMPLIANCE – ALTERNATIVE III .....24
- F.5 COPYRIGHTS FOR WSRC DIRECTED TECHNICAL PERFORMANCE.....25

- \*F.6 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997) ..... 25
- \*F.7 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA—MODIFICATIONS (OCT 1997) ..... 25

**SECTION A**

**SECTION A ARTICLES APPLY REGARDLESS OF ORDER PRICE**

**A.1 DEFINITIONS**

As used in these General Provisions, the following terms shall have these meanings:

- A. "Contracting Officer" means the Government official executing the Prime Contract No. DE-AC09-96SR18500 between WSRC and the Department, and includes a duly appointed successor or authorized representative.
- B. "Department" or "DOE" means the United States Department of Energy or its duly authorized representative, representatives, or successors.
- C. "Head of Agency" means the Secretary, Deputy Secretary, or Under Secretary of the Department of Energy.
- D. "Prime Contract" means the contract entered into by WSRC with the United States.
- E. "Secretary" means the Secretary of the U.S. Department of Energy; and the term "designee and duly authorized representative" mean any person or board (other than the Contracting Officer) authorized to act for the Secretary.
- F. "Subcontractor" means any subcontractor or supplier of any tier who supplies goods or services to WSRC in connection with the Consultant's obligations under the Subcontract.
- G. "WSRC" means Westinghouse Savannah River Company, LLC.
- H. "WSRC Purchasing Representative" shall mean a person with the authority to execute, administer, and terminate the contract, and make related determinations and findings. The term includes certain authorized representatives of the WSRC Purchasing Representative acting within the limits of their authority as delegated by the WSRC Purchasing Representative.

**A.2 WORK AND SERVICES TO BE PROVIDED**

- A. While the Subcontract is in effect, the Contractor(s) will perform certain work and services at the Savannah River Site, at the Subcontractor's home office, or elsewhere as required from time to time upon the direction of

WSRC, on either a continuous or a intermittent basis, under the terms and conditions hereinafter set forth. The work and services to be performed by the Contractor(s) is found in the Statement of Work and Services, which is attached to the Subcontract and by this reference incorporated therein.

- B. As a part of the work and services to be performed, the Contractor(s) may be required to furnish intermediate reports to WSRC from time to time, when requested, and in such form and number as may be required by WSRC, and will make such final reports as may be required by WSRC concerning the work and services performed under the Subcontract. Further, the Contractor shall furnish WSRC, as requested, copies of research and engineering data drawings, notebooks, photographs, and computer software including source codes generated by Contractor under the Subcontract.

### **A.3 TECHNICAL DIRECTION**

- A. (1) The performance of the work required under the Subcontract shall be subject to the technical direction and surveillance of the person(s) specified in paragraph B of this Article.
- (2) As used herein "technical direction" is direction to the Contractor, which provides the details, requires pursuit of certain lines of inquiry, or otherwise serves to accomplish the contractual statement of work. The technical direction to be valid:
- (i) Must be issued in writing consistent with the general scope of the work set forth in the Subcontract;
  - (ii) May not constitute new assignment of work or change to the expressed terms, conditions or specifications incorporated into the Subcontract or the Contractor's rights thereunder;
  - (iii) Shall not constitute a basis for any increase in the Subcontract fee or extension to the Subcontract delivery schedule.
- (3) Nothing contained in this Article authorizes the Contractor to incur costs in excess of the estimated cost or other limitation on funds set forth in the Subcontract.
- B. \_\_\_\_\_ of WSRC shall technically direct the work under the Subcontract.

### **A.4 INDEPENDENT CONTRACTORS**

- A. In the performance of the work and services hereunder, the Contractor will act solely as an independent contractor, and nothing herein

contained or implied will at any time be so construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venturer as between WSRC, and the Contractor. The manner and method of implementing and completing any work to be performed hereunder will be left to Contractor(s) control and professional judgment. It is understood that WSRC has no obligation under local, state, or federal laws regarding the Contractor or any employees, agents, or subcontractors employed by the Contractor(s) and that the total commitment and liability of WSRC in regard to any arrangement or work performed hereunder is to pay the fees and expenses pursuant to the provisions hereof. The Contractor is responsible for the withholding and payment of all Federal, State and Local income, unemployment, F.I.C.A. or wage taxes and all amounts required for Workers/Workmen's Compensation Act or industrial insurance coverage and any and all other taxes of assessments required to be paid by the Contractor as an employer.

### **A.5 SELECTION OF PERSONNEL**

- A. When personnel categories or classifications are listed, the Contractor must provide resumes of individuals proposed to be furnished and obtain the written approval of the WSRC WSRC Purchasing Representative prior to furnishing or utilizing such personnel under the Subcontract. In addition, at the option of WSRC, personal interviews may be required prior to utilizing any individual under the Subcontract. WSRC shall not be obligated to reimburse the Contractor for the services of any individual utilized without complying with this requirement.
- B. When individuals are listed by name, no substitution will be acceptable without a formal written modification to the Subcontract.

### **A.6 PAYMENT**

- A. Payment will be made once monthly upon the receipt of a satisfactory invoice specifying classification(s) or individual(s) charged, the days or portions thereof spent by each in rendering the services described in the Subcontract, and a copy of a detailed expense report from each individual charged, accompanied by receipts for charges in excess of \$25.00, detailing travel and living expenses where travel was involved. Payment terms will be net thirty days.
- B. WSRC may withhold final payment hereunder until patent clearances covering the Contractor

under the Subcontract has been granted by the Department.

- C. Overpayments. If Supplier becomes aware of a duplicate invoice payment or that WSRC has otherwise overpaid on an invoice payment, the Supplier shall immediately notify WSRC and request instructions for disposition of the overpayment.

#### **A.7 PAYMENT BY ELECTRONIC FUNDS TRANSFER**

A. Methods of Payment.

- (1) All payments by WSRC under this Subcontract shall be made by Electronic Funds Transfer (EFT) except as provided in paragraph A.2 of this Article. As used in this Article, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- (2) In the event WSRC is unable to release one or more payments by EFT, Contractor agrees to either:
  - (i) Accept payment by check or some other mutually agreeable method of payment; or
  - (ii) Request WSRC to extend payment due dates until such time as WSRC makes payment by EFT.

B. Mandatory Submission of Contractor's EFT Information.

Contractor is required to provide WSRC with the information required to make payment by EFT. Contractor shall provide this information directly to the office designated in this Subcontract, on forms provided by WSRC, no later than 15 days after award. If not otherwise specified in this Subcontract, the payment office is the designated office for receipt of Contractor's EFT information. In the event that the EFT information changes, Contractor shall be responsible for providing the updated information to the designated office.

C. Mechanisms for EFT Payment.

WSRC may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System.

D. Suspension of Payment.

- (1) WSRC is not required to make any payment under this Subcontract until after receipt, by the designated office, of the correct EFT payment information from Contractor. Until receipt of the correct EFT information, any invoice or subcontract financing request shall be deemed not to be a proper invoice

for the purpose of payment under this Subcontract.

- (2) If the EFT information changes after submission of correct EFT information, WSRC shall begin using the changed EFT information no later than 30 days after its receipt by the designated office. However, Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office.

E. Payment Information.

On the day payment on Contractor's invoice is due, WSRC will issue instructions to its bank to transfer payment to Contractor, and will also send a FAX to Contractor explaining the details to support the payment.

F. Liability for Uncompleted or Erroneous Transfers.

- (1) If an uncompleted or erroneous transfer occurs because WSRC used the Contractor's EFT information incorrectly, WSRC remains responsible for --
  - (i) Making a correct payment; and
  - (ii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because Contractor's EFT information was incorrect, or was revised within 30 days of WSRC release of the EFT payment transaction instructions to the bank, and --
  - (i) If the funds are no longer under the control of the payment office, WSRC is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
  - (ii) If the funds remain under the control of the payment office, WSRC shall not make payment and the provisions of paragraph D shall apply.

#### **A.8 PROFESSIONAL CONDUCT**

- A. The Contractor certifies that at this time, there does not exist any actual or potential conflict between its private interests, including corporate stock holdings, and its services under the Subcontract for WSRC, including a situation where the Contractor is working for or advising a company performing work or proposing to perform work for WSRC which relates to the work of the Contractor. The Contractor will, in the event of a change in either its private interests or services under the Subcontract, discuss with WSRC any possible conflict of interests which may arise as a result of such

change.

- B. The Contractor warrants that any personnel provided under the Subcontract are not an employee of an organization and concurrently performing work on a full-time annual basis for that organization under a cost-type contract with the Department, and that they will not accept such employment during the term of the Subcontract unless approved in writing by WSRC. For breach or violation of this warranty, WSRC shall have the right to terminate the Subcontract without liability and the Contractor agrees to repay any and all remuneration received under the Subcontract.
- C. Prior to entering the Subcontract, the Contractor agrees to give notice to WSRC of any other firm or firms with whom it has existing professional service agreements, and agrees to give immediate notice of any other firm or firms with whom enters into professional service agreements during the life of the Subcontract.
- D. The Contractor certifies that it has no other agreements in regard to inventions and discoveries in effect with an employer or with anyone else which will conflict with the conditions of the Subcontract.
- E. The Contractor agrees to be bound by and to comply with WSRC rules of conduct while on WSRC premises including the policy on reporting Employee Concerns and will require all personnel to be bound by and to comply with such rules also.
- F. All "certification", "agreement", etc., required of the Contractor under this Article 7 shall additionally be required of all personnel provided under the Subcontract.

#### **A.9 ASSUMPTION OF RISK AND INDEMNIFICATION**

- A. Assumption of Risk  
The Contractor assumes all risk of property loss, of damage, and of personal injury or death which may be sustained by the Contractor(s)' employees and/or subcontractors as a result of performing the work and services required under the Subcontract. The Contractor also assumes entire responsibility and liability for losses, expenses, damages, demands, and claims by third parties arising out of any injury or including death or alleged injury of any person, or damage or alleged damage to property, sustained or alleged to have been sustained as a result of or arising out of the fault or negligence of employees and/or subcontractors in the performance of the work or services.
- B. Indemnification

The Contractor will indemnify and save harmless WSRC, the Government, its agents and employees, from and against any and all claims, demands, actions, suits, damages, expenses, including attorney's fees, and liabilities whatsoever including but not limited to actions and claims brought under a Worker's/Workmen's Compensation Act or industrial insurance statute provided however that nothing herein shall require the indemnification for injury or death or damage to property caused by the sole negligence of WSRC or the Government.

#### **C. Insurance**

- (1) The Contractor shall procure and thereafter maintain at its own expense, the following insurance:

- (i) Workers' Compensation and Employer's Liability.

Limits of Liability: Workers' Compensation: Statutory limits in the jurisdiction wherein the work is to be performed.

Employer's Liability: A minimum of \$1,000,000

- (ii) Comprehensive general liability including bodily injury and property damage.

Limits of Liability: A minimum of \$1,000,000 Combined Single Limit.

Endorsements: WSRC and the Government to be endorsed as

Additional Insured.

Contractual Liability including all coverage endorsed on the basic policy.

- (iii) Automobile Liability including Bodily Injury and Property Damage, including All Owned, Non-Owned and hired.

Limits of Liability: \$1,000,000 Combined Single Limit

Endorsements: WSRC and the Government to be endorsed as

Additional Insured.

Cross Liability

- (2) Certificates of Insurance evidencing that the requirements of this Article have been met shall be furnished to WSRC before work is commenced with respect to performance under the Subcontract. The insurance requirements pursuant to the provisions of this Article shall be in such form and for such periods of time as WSRC may require or approve. Provisions shall be made for thirty days advance notice by mail to WSRC of change in or cancellation of such insurance.
- (3) In the event the Contractor fails to furnish

such Certificates of Insurance, as required in paragraph 2 hereinabove, prior to commencement of work or to continue to maintain such insurance during the performance of the Subcontract, WSRC shall have the right to stop work and/or to withhold any payments or partial payments required to be made under the Subcontract; and shall have the right to continue withholding any or all of said payments so long as the Contractor has not complied with the requirements of this Article.

#### **A.10 DISPUTES**

- A. Subcontractor shall not be entitled to and neither WSRC nor the Government shall be liable to the Subcontractor or its lower-tier suppliers or subcontractors in tort (including negligence), or contract, or otherwise, except as specifically provided in this order.
- B. The Parties shall attempt to settle any claim or controversy arising from this Order through consultation and negotiations in good faith and a spirit of mutual cooperation. If those attempts fail, then the dispute will be mediated by a mutually acceptable mediator chosen by the Parties within thirty (30) days after written notice by one party demanding mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, and the Parties will share the costs of the mediation equally. Any dispute which cannot be resolved between the Parties through negotiation or mediation shall be resolved by litigation in a court of competent jurisdiction located in the State of South Carolina. Determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government; if there is no applicable Federal Government contract law, the law of the State of South Carolina shall apply in the determination of such issues.
- C. During the pendency of a dispute, the Contractor shall proceed diligently with performance of all terms of this Order. The Contractor's consent to so proceed shall not restrict or otherwise affect the Contractor's right to contest any claim.

#### **A.11 CHANGES**

- A. WSRC may at any time, by a written change notice from the WSRC Procurement and Materials Management Department, and without notice to the sureties, if any, make changes, within the general scope of the Subcontract. If

any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under the Subcontract, whether changed or not changed by the Subcontract, WSRC shall make an equitable adjustment in the Subcontract price,

- (1) The time of performance or delivery schedule or both; and
  - (2) Other affected terms of the Subcontract, and shall modify the Subcontract accordingly. Any proposal by Contractor for adjustment under this article, together with such supporting information as WSRC may require, must be submitted in writing within 30 days from the date of receipt by the Contractor of the notification of change; provided however, that WSRC, if it decides that the facts justify such action, may receive and act upon any such proposal for adjustment at any time prior to final payment under the Subcontract. Where the cost of property made obsolete or excess as a result of a change is included in Contractor's proposal for adjustment, WSRC shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute within the meaning of the article entitled "Disputes". However, nothing herein shall excuse Contractor from proceeding with the Subcontract as changed.
- B. Any changes, extras or additional work made or performed by Contractor without the prior written approval of the WSRC Procurement and Materials Management Department shall be at the sole risk and expense of the Contractor, there being no financial recourse against WSRC or the Government whatsoever.
  - C. Contractor shall not substitute other equipment or materials for those specified in the Subcontract, or vary the quantity of the Work, or otherwise make any changes in the Work, without prior written consent or WSRC.
  - D. If any change under this Article causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under the Subcontract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the Subcontract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph B of this Article shall be made for any costs incurred more than twenty days before the Contractor gives written notice as required. In the case of defective

specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

- E. The Contractor must assert its right to an adjustment under this Article within 30 days after:
- (1) Receipt of a written change order under paragraph A of this Article or
  - (2) The furnishing of a written notice under paragraph B of this Article, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph B above.
- F. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under the Subcontract.

#### **A.12 PERMITS**

Except as otherwise directed by WSRC, Contractor shall procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory, and political subdivisions in which the Work is performed.

#### **A.13 RIGHTS TO PROPOSAL DATA**

Except for the technical data contained on those pages of Contractor's proposal which are specifically identified in the Subcontract with specific reference to this article and asserted by Contractor as being proprietary data, it is agreed that, as a condition of the award of the Subcontract and notwithstanding the provisions of any notice appearing on the proposal or elsewhere, WSRC and the Government shall have the right to use, duplicate, disclose and have others do so for any purpose whatsoever, the technical data contained in the proposal upon which the Subcontract is based.

#### **A.14 TERMINATION**

WSRC may, by written notice, terminate the Subcontract in whole or in part, when it is in WSRC's interest to do so. If the Subcontract is so terminated, WSRC shall be liable for payments only as specified in the Article entitled "Schedule of Rates" for services performed before the effective date of termination.

#### **A.15 PERSONAL SERVICES**

- A. It is the intent of the parties of the Subcontract that the work and services provided for herein

shall be performed personally by the Contractor personnel who are assigned by the Contractor except that incidental services such as secretarial and clerical assistance may be performed by others when requested by the Contractor. Except for such incidental assistance, any services provided for herein may not be performed by persons other than a consultant unless written approval for such performance is given by WSRC.

- B. It is understood that WSRC shall not be liable for any claims for work performed under or in connection with the Subcontract by persons other than the Contractor.

#### **A.16 ASSIGNMENT**

WSRC may assign the Subcontract, in whole or in part, to the Department, or to such Contractor as the Department may designate to perform WSRC's obligations hereunder. Upon receipt by the Contractor of written notice that the Department or a contractor so designated by the Department has accepted an assignment of the Subcontract and assumed such obligations, WSRC shall be relieved of all responsibility hereunder and the Contractor shall thereafter look solely to such assignee for performance of WSRC's obligations. WSRC may also assign any claims hereunder to the Department. The Contractor shall not assign the Subcontract or any interest therein, nor claims thereunder, nor subcontract any portion of the work to be performed without the prior written consent of WSRC or WSRC's assignee.

#### **A.17 THIRD PARTIES**

Nothing in the Subcontract, or its amendments, shall be construed to grant, vest or allow any right to be given to any employee or other third party, excluding the Department, or to the legal representative, heirs, assigns, or successors of any of them, as a third party beneficiary. This provision is not intended to limit or impair the rights which any person may otherwise have under applicable Federal statutes or which are granted or reserved to the Government in the Subcontract.

#### **A.18 CONFIDENTIALITY OF INFORMATION**

- A. To the extent that the work under the Subcontract requires that the Contractor and Consultants are given access to confidential or proprietary business, technical or financial information belonging to the Government, WSRC or other companies, the Contractor shall, after receipt thereof, treat such information to its own use or to disclose such information as

confidential and agrees not to appropriate such information to third parties unless specifically authorized by WSRC or the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:

- (1) Information which, at the time of receipt by the Contractor, is in public domain;
  - (2) Information, which is published after receipt thereof by the Contractor or otherwise, becomes part of the public domain through no fault of the Contractor;
  - (3) Information, which the contractor can demonstrate, was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the government or other companies;
  - (4) Information, which the Contractor can demonstrate, was received by it from a third party who did not require the Contractor to hold it in confidence.
- B. The Contractor shall obtain the written agreement, in a form satisfactory to WSRC, of each Subcontractor and other employee permitted access, whereby the Subcontractor and employee agrees that he/she will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the Subcontract.
- C. The Contractor agrees, if requested by the WSRC or the Government, to sign an agreement identical, in all material respects, to the provisions of this article, with each company supplying information to the Contractor under the Subcontract, and to supply a copy of such agreement to WSRC. From time to time upon request of WSRC, the Contractor shall supply WSRC with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Contractor received such information.
- D. The Contractor agrees that upon request by DOE or WSRC, it will execute a DOE-approved agreement, with any party whose facilities or proprietary data it is given access to or is furnished, restricting the use and disclosure of the data or the information obtained from the facilities. Upon request by DOE or WSRC Contractor personnel shall also sign such an agreement.

#### **A.19 DEFAULT**

- A. (1) WSRC may, subject to paragraphs C and D below, by written notice of default to Contractor, terminate the Subcontract in

whole or in part if Contractor fails to:

- (i) To perform the services within the time specified in the Subcontract or any extension;
  - (ii) Make progress, so as to endanger performance of the Subcontract (but see subparagraph A (2) below); or
  - (iii) Perform any of the other provisions of the Subcontract (but see subparagraph A (2) below).
- (2) WSRC's right to terminate the Subcontract under subdivisions (1)(ii) and (1)(iii) above, may be exercised if Contractor does not cure such failure within ten days (or more if authorized in writing by WSRC) after receipt of the notice from WSRC specifying the failure.
- B. If WSRC terminates the Subcontract in whole or in part, it may acquire, under the terms and in the manner WSRC considers appropriate, services similar to those terminated, and Contractor will be liable to WSRC for any excess costs for those services. However, Contractor shall continue the Work not terminated.
- C. Except for defaults of Subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Subcontract arises from causes beyond the control and without the fault or negligence of Contractor. Examples of such causes include
- (1) Acts of God or of the public enemy,
  - (2) Acts of the Government in either its sovereign or contractual capacity,
  - (3) Fires,
  - (4) Floods,
  - (5) Epidemics,
  - (6) Quarantine restrictions
  - (7) Strikes,
  - (8) Freight embargoes, and
  - (9) Unusually severe weather, in each instance the failure to perform must be beyond the control and without the fault or negligence of Contractor.
- D. If the failure to perform is caused by the default of a Subcontractor at any tier, and if the cause of the default is beyond the control of both Contractor and the Subcontractor and without the fault or negligence of either, Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted services were obtainable from other sources in sufficient time for Contractor to meet the required delivery schedule.
- E. If, after termination, it is determined that Contractor was not in default, or that the default was excusable, the rights and obligations of the



parties shall be the same as if the termination had been issued for the convenience of WSRC.

- F. The rights and remedies of WSRC in this article are in addition to any other rights and remedies provided by law or under the Subcontract.

#### **A.20 FOREIGN TRAVEL**

- A. Foreign travel, when charged directly, shall be subject to the prior approval of WSRC for each separate trip regardless of whether funds for such travel are contained in an approved budget. Foreign travel is defined as any travel outside of Canada and the United States and its territories and possessions.
- B. Request for approval shall be submitted at least sixty days prior to the planned departure date, on a Request for Approval of Foreign Travel form, and, when applicable, include a notification of proposed Soviet-bloc travel.

#### **A.21 GENERAL**

- A. The Contractor has no authority whatever, express or implied, by virtue of the Subcontract to commit WSRC in any way to perform in any manner or to pay money for service or material.
- B. The Subcontract will be void and without binding effect on WSRC if the Subcontract covers named individuals and any individual named in Article 4 hereof is a candidate for federal, state or local political office or holds any such office, unless and until it has been separately approved by the General counsel or WSRC or designee.
- C. The whole and entire agreement of the parties is set forth in the Subcontract and the schedules executed pursuant hereto (which are hereby incorporated herein and made a part hereof as executed) and the parties are not bound by any agreements, understandings or conditions otherwise as expressly set forth herein or in any schedule incorporated herein.
- D. The terms of the Subcontract and of any schedule executed pursuant hereto and incorporated therein are to be read and interpreted, if possible, so that there is no conflict between them. To the extent that there is a conflict, the terms of the applicable schedule will prevail.
- E. Neither the Subcontract nor any schedule incorporated herein may be changed or modified in any manner except by a writing mutually signed by the parties or their respective successors or permitted assigns.
- F. The Subcontract and all schedules incorporated therein will inure to the benefit of the parties and their respective successors or permitted assigns.

- G. In the event of an inconsistency between provisions of this Order, the inconsistency shall be resolved by giving precedence as follows:

- (1) Purchase order;
- (2) These General Provisions;
- (3) Statement of work; and
- (4) Other provisions of this Order, whether incorporated by reference or otherwise.

#### **A.22 LIMITATION OF FUNDS**

***NOTE: This article is applicable only if the Subcontract is partially funded.***

- A. Of the total price of the Subcontract, the sum of \$\_\_\_\_\_ is presently available for payment and allotted to the Subcontract. It is anticipated that additional funds will be allocated to the Subcontract in accordance with the following schedule until the total price of the Subcontract is funded:
- B. The Contractor agrees to perform or have performed work on the Subcontract up to the point at which, if the Subcontract is terminated pursuant to the Termination For Convenience of WSRC article of the Subcontract, the total amount payable by WSRC (including amounts payable for subcontracts and settlement costs) pursuant to the Termination For Convenience of WSRC article would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the Subcontract. The Contractor is not obligated to continue performance of the work beyond that point. WSRC is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the Subcontract, anything to the contrary in the Termination For Convenience of WSRC article notwithstanding.
- C. (1) It is contemplated that funds presently allotted to the Subcontract will cover the work to be performed until\_\_\_\_\_.  
(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify WSRC in writing when within the next sixty days the work will reach a point at which, if the Subcontract is terminated pursuant to the Termination For Convenience of WSRC article of the Subcontract, the total amount payable by WSRC (including amounts payable for subcontracts and settlement costs) pursuant to the Termination For Convenience of WSRC article will approximate 75 percent of the total amount then allotted to the

Subcontract.

- (3) (i) The notice shall state the estimated date when the point referred to in subparagraph C (2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in subparagraph C (1) of this clause, or an agreed date substituted for it.
- (ii) The Contractor shall, sixty days in advance of the date specified in subparagraph C (1) of this clause, or an agreed date substituted for it, advise WSRC in writing as to the estimated amount of additional funds required for the timely performance of the Subcontract for a further period as may be specified in the Subcontract or otherwise agreed to by the parties.
- (4) If, after the notification referred to in subdivision C (3)(ii) of this clause, additional funds are not allotted by the date specified in subparagraph C (1) of this clause, or an agreed date substituted for it, WSRC shall, upon the Contractor's written request, terminate the Subcontract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination For Convenience of WSRC article.
- D. When additional funds are allotted from time to time for continued performance of the work under the Subcontract, the parties shall agree on the applicable period of Subcontract performance to be covered by these funds. The provisions of paragraphs B and C of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the Subcontract shall be modified accordingly.
- E. If, solely by reason of WSRC's failure to allot additional funds in amounts sufficient for the timely performance of the Subcontract, the Contractor incurs additional costs or is delayed in the performance of the work under the Subcontract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the work to be performed.
- F. WSRC may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for the Subcontract.
- G. The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of WSRC under the default article of

the Subcontract. This clause shall become inoperative upon the allotment of funds for the total price of the work under the Subcontract except for rights and obligations then existing under this clause.

- H. Nothing in this clause shall affect the right of WSRC to terminate the Subcontract pursuant to the Termination For Convenience of WSRC article of the Subcontract.

#### **A.23 TAX WITHHOLDING FOR NONRESIDENTS**

- A. Withholdings required by section 12-8-550 do not apply to payments on orders for tangible personal property when those payments are not accompanied by services to be performed within the state of South Carolina.
- B. Under Title 12 of the Code of Laws of South Carolina, section 12-8-550, two (2) percent of each and every payment made to Suppliers and Subcontractors who are nonresidents of the State of South Carolina and are conducting a business or performing personal services of a temporary nature carried on within South Carolina must be withheld and forwarded to the South Carolina Tax Commission in cases where an order or a subcontract exceeds or could reasonably be expected to exceed ten thousand dollars (\$10,000.00) WSRC will withhold as required by law.
- C. Under Title 12 of the Code of Laws of South Carolina, section 12-8-540, seven (7) percent (five (5) percent for corporations) of each and every payment of rentals or royalties to subcontractors who are nonresidents of the State of South Carolina must be withheld and forwarded to the South Carolina Tax Commission in cases where the payments amount to twelve hundred dollars (\$1,200.00) or more a year. WSRC will withhold as required by law.
- D. The above withholdings will not be made provided the Supplier presents the affidavit of registration with the South Carolina Department of Revenue or the South Carolina Secretary of State's Office, or proof of having posted the appropriate bond with the South Carolina Tax Commission.

#### **A.24 SECURITY**

##### **A. Responsibility**

It is the Contractor's duty to safeguard all classified information, special nuclear material, and other DOE/WSRC property in its possession. The Contractor shall, in accordance with DOE/WSRC security and

counterintelligence regulations and requirements, be responsible for safeguarding all classified, unclassified sensitive and proprietary information and protecting against sabotage, espionage, loss and theft of the classified, unclassified sensitive and proprietary matter in the Contractor's possession in connection with the performance of work under this Subcontract. Except as otherwise expressly provided in this Subcontract, the Contractor shall, upon completion or termination of this Subcontract, transmit to WSRC any classified, unclassified sensitive, and proprietary matter in the possession of the Contractor or any person under the Contractor's control in connection with performance of this Subcontract. If retention by the Contractor of any classified, unclassified sensitive, and proprietary matter in the Contractor's possession is required after the completion or termination of the Subcontract and such retention is approved by the WSRC Purchasing Representative, the Contractor shall complete a certificate of possession to be furnished to WSRC specifying the classified, unclassified sensitive, and proprietary matter in the Contractor's possession are to be retained. The certification shall identify the items and types or categories of matter retained, the conditions governing the retention of the matter, and the period of retention, if known. If the retention is approved by the WSRC Purchasing Representative, the security provisions of this Subcontract shall continue to be applicable to the matter retained. Special nuclear material shall not be retained after the completion or termination of this Subcontract.

B. Regulations

The Subcontractor agrees to comply with all security and counterintelligence regulations and requirements of DOE/WSRC in effect on the date of award of this order.

C. Definition of Classified Information

The term "Classified Information" means Restricted Data, Formerly Restricted Data, or National Security Information.

D. Definition of Restricted Data

The term "Restricted Data" means all data concerning:

- (1) design, manufacture, or utilization of atomic weapons;
- (2) the production of special nuclear material; or
- (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to Section

142 of the Atomic Energy Act of 1954, as amended.

E. Definition of Formerly Restricted Data

The term "Formerly Restricted Data" means all data removed from the Restricted Data category under section 142d. of the Atomic Energy Act of 1954, as amended.

F. Definition of National Security Information

The term "National Security Information" means any information or material, regardless of its physical form or characteristics, that is owned by, produced for or by, or is under the control of the United States Government, that has been determined pursuant to Executive Order 12958 or prior Executive Orders to require protection against unauthorized disclosure, and which is so designated.

G. Definition of Special Nuclear Material (SNM)

SNM means (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which pursuant to the provisions of Section 51 of the Atomic Energy Act of 1954, as amended, has been determined to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.

H. Security Clearance of Personnel

The Contractor shall not permit any individual to have access to any classified information, except in accordance with the Atomic Energy Act of 1954, as amended, Executive Order 12958, and DOE/WSRC regulations or requirements applicable to the particular level and category of classified information to which access is required.

I. Criminal Liability

It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the Contractor or any person under the Contractor's control in connection with work under this Subcontract, may subject the Contractor, its agents, employees, or Subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958).

J. Subcontracts and Purchase Orders

Except as otherwise authorized in writing by the WSRC Purchasing Representative, the Contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this Subcontract.

#### **A.25 COUNTERINTELLIGENCE**

***NOTE: This article applies if the Subcontract involves access to classified matter.***

- A. The Subcontractor shall take all reasonable precautions in the work under this subcontract to protect WSRC/DOE programs, facilities, technology, personnel, unclassified sensitive information and classified matter from foreign intelligence threats and activities conducted for governmental or industrial purposes, in accordance with DOE Order 5670.3, Counterintelligence Program; Executive Order 12333, U.S. Intelligence Activities; and other pertinent national and Departmental Counterintelligence requirements.
- B. The Subcontractor shall comply with requirements established by the DOE-SR Counterintelligence Officer. The DOE-SR Counterintelligence Officer will be responsible for conducting defensive Counterintelligence briefings and debriefings of Subcontractor employees traveling to foreign countries or interacting with foreign nationals. The Subcontractor shall be responsible for requesting defensive Counterintelligence briefings and debriefings of Subcontractor employees who have traveled to foreign countries or interacted with foreign nationals. The subcontractor shall coordinate Counterintelligence Awareness training activities with the WSRC Procurement Representative. The Subcontractor shall immediately report targeting, suspicious activity and other Counterintelligence concerns to the WSRC Procurement Representative; and provide assistance to other elements of the U.S. Intelligence Community as stated in the aforementioned Executive Order, the DOE Counterintelligence Order, and other pertinent national and Departmental Counterintelligence requirements.

#### **A.26 UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION (UCNI)**

In the performance of this order, the Supplier is responsible for complying with the following requirements and for flowing down all requirements to lower-tier suppliers.

- A. The Supplier ensures that access to UCNI is provided to only those individuals authorized for routing or special access (see DOE M 471.1-1, Chapter II). Supplier may provide access to material or data containing Unclassified Controlled Nuclear Information (UCNI) utilized in the performance of this Order only to employees who are citizens of the United States.

- B. The Supplier ensures that matter identified as UCNI is protected in accordance with the instructions contained in DOE M 471.1-1, Chapter II. Any material or data containing UCNI which is stored on computer systems must be protected, and the protective measures and/or policies must be specified in a Computer Protection Plan approved by the WSRC Computer Security organization. Adherence to the Plan is required during the performance of this Order.
- C. Material or data containing UCNI shall be disposed of in a manner as described in DOE M 471.1-1, Chapter II. At a minimum, UCNI matter must be destroyed by using strip cut shredders that result in particles of no more than 1/4-inch wide strips. Documents containing UCNI may also be disposed of in the same manner that is authorized for Supplier disposition of other classified material or data. If the above disposal methods are not available to the Supplier, the Supplier may return the UCNI matter to the STR for disposition, with the prior approval of the STR.
- D. The supplier shall report to the WSRC Security Office or the WSRC Purchasing Representative any incidents involving the unauthorized disclosure of UCNI.
- E. If performance of work under this order results in the generation of unclassified documents that contain UCNI, the Supplier shall have a sufficient number of trained UCNI review personnel to ensure the prompt and proper review of generated material or data to provide for the identification, marking, and proper handling of material or data determined to contain UCNI. The suppliers Reviewing Officials shall apply or authorize the application of UCNI markings to any unclassified matter that contains UCNI in accordance with the instructions contained in DOE M 471.1-1, Chapter I, Part C.
- F. If the supplier has a formally designated Classification Officer, the Classification Officer-
  - (1) Serves as a Reviewing Official for information under his/her cognizance;
  - (2) Trains and designates other Reviewing Officials in his/her organization, subordinate organizations, and lower-tier suppliers and maintains a current list of all Reviewing Officials; and
  - (3) May overrule UCNI determinations made by Reviewing Officials under his/her cognizance.
- G. If the supplier has no formally designated Classification Officer, the supplier submits a

request for the designation of Reviewing Officials to the local Federal Classification Officer in accordance with the instructions contained in DOE M 471.1-1, Chapter I, Part B.

#### **A.27 FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE OVER CONTRACTOR**

***NOTE: This article applies if the Subcontract involves access to classified information or special nuclear material.***

- A. For purposes of this clause, subcontractor means any subcontractor at any tier and the term "contracting officer" shall mean DOE contracting officer. When this clause is included in a subcontract, the term "contractor" shall mean subcontractor and the term "contract" shall mean subcontract.
- B. The subcontractor shall immediately provide WSRC written notice of any changes in the extent and nature of FOCI over the subcontractor which would affect the information provided in the Certificate Pertaining to Foreign Interests and its supporting data. Further, notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice shall also be furnished concurrently to WSRC.
- C. In those cases where a subcontractor has changes involving FOCI, the DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, the Department of Energy shall consider proposals made by the subcontractor to avoid or mitigate foreign influences.
- D. If the contracting officer at any time determines that the subcontractor is, or is potentially, subject to FOCI, the subcontractor shall comply with such instructions as the contracting officer/WSRC shall provide in writing to safeguard any classified information or special nuclear material.
- E. The subcontractor agrees to insert terms that conform substantially to the language of this article including this paragraph (e) in all lower-tier subcontracts under this subcontract that will require access authorizations for access to classified information or special nuclear material. Additionally, the subcontractor shall require such subcontractors to submit a completed SF328, to the DOE Office of Safeguards and Security (marked to identify the applicable prime contract). Such subcontracts or purchase orders shall not be awarded until the subcontractor is notified that the proposed

subcontractors have been cleared. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the DOE contracting officer.

- F. Information submitted by the subcontractor or any affected lower-tier subcontractor as required pursuant to this clause shall be treated by WSRC/DOE to the extent permitted by law, as business or financial information submitted in confidence to be used solely for purposes of evaluating FOCI.
- G. The requirements of this clause are in addition to the requirement that a subcontractor obtain and retain the employee security clearances required by the subcontract. This clause shall not operate as a limitation on WSRC's rights, including its rights to terminate this subcontract.
- H. WSRC may terminate this subcontract for default either if the subcontractor fails to meet obligations imposed by this article, e.g., provide the information required by this article, comply with WSRC/DOE instructions about safeguarding classified information, or make this article applicable to lower-tier subcontractors, or if, in WSRC's judgment, the subcontractor creates an FOCI situation in order to avoid performance or a termination for default. WSRC may terminate this subcontract for convenience if the subcontractor becomes subject to FOCI and for reasons other than avoidance of performance of the subcontract, cannot, or chooses not to, avoid or mitigate the FOCI problem.

#### **A.28 WORKPLACE SUBSTANCE ABUSE PROGRAM**

- A. Fitness for Duty
  - (1) (i) The Contractor shall advise employees and the employees of lower tier subcontractors and agents that it is the policy of WSRC to prohibit the use, possession, sale and distribution of alcohol, drugs or other controlled substance within the limits of the Savannah River Site (SRS), and/or any off-Site facilities, and to prohibit the presence of individuals who have such substances in the body for non-medical reasons. Any Contractor employee who is found in violation of the policy may be removed or barred from the site.
  - (ii) The Contractor agrees to advise its employees and the employees of lower-tier subcontractors of the above policy prior to assignment to the Site and to maintain documentation that such

advise has been given.

- (2) WSRC will collect urine specimens when Subcontractor employees are processed for badging. WSRC will send these specimens to a consultant for testing and verification. The testing process may take up to five (5) days to obtain results. In the event of "positive" findings, the Subcontractor will be notified and shall bring the individual to the Badge Office for an "Exit Conference". The Subcontractor then agrees to promptly remove such individual from the Savannah River Site and return the badge to the WSRC Subcontractor Badge Office.
  - (3) The Subcontractor agrees to secure the written consent of employees to release results of urine tests to the designated WSRC representative. WSRC agrees to use such results solely in connection with its decision as to whether to permit a Subcontractor employee, lower-tier subcontractor employee or agent to access Savannah River Site property.
  - (4) WSRC will also conduct for-cause and random drug and alcohol testing on all employees badged by WSRC. The Subcontractor agrees to comply with and secure the compliance of its employees and employees of lower-tier subcontractors with this testing. In the event of "positive" findings, the Subcontractor agrees to promptly remove such individual from the Savannah River Site and return his or her badge to the WSRC Subcontractor Badging Office.
  - (5) A Breath Alcohol Test will be given during the initial badging process and the results will be available immediately. In the event of "positive" findings, the Subcontractor's employee will not be badged, shall be issued a temporary pass, and will be escorted offsite by a Subcontractor's Representative.
- B. Suitability for Employment
- (1) Contractor employees, including employees of lower-tier subcontractors, who are to be badged to permit Savannah River Site access must successfully complete a Suitability for Employment process. As part of this process, the Contractor agrees to advise its employees and employees of lower-tier subcontractors that they will be required to complete certain forms which authorize background investigations. These forms shall be submitted during the badging process.
  - (2) Employees will be issued a photo badge and

allowed site access on the first reporting day. In the event a Contractor's employee subsequently fails to successfully complete the background investigation, the Contractor agrees to promptly remove such individual from the site and to return the badge to the WSRC Subcontractor Badging Office.

- (3) Contractor agrees to advise its employees of the above requirement prior to assignment to the Savannah River Site and to maintain documentation that such advise has been given.

#### **A.29 GENERAL EMPLOYEE TRAINING AND ANNUAL REFRESHER TRAINING FOR SUBCONTRACT EMPLOYEES**

*The following terms are applicable if performance of this Order will require the Supplier/Subcontractor's employee(s) to perform work on SRS premises for more than ten (10) working days.*

##### **A. General Employee Training (GET)**

- (1) The Subcontractor shall inform his employees and the employees of his lower tier subcontractors and agents that it is the policy of Westinghouse Savannah River Company to adhere to the requirements contained in the DOE Order entitled "Personnel Selection, Qualification and Training Requirements," which requires any individual, employed either full or part-time at any DOE reactor or non-reactor facility to receive selected general training.
- (2) Successful Completion Required  
Said employees, referred to in the remainder of this document as "individual", must successfully complete the training known as "General Employee Training" (GET) as offered by the SRS. The GET sessions are given by a Savannah River Site authorized GET instructor. There are three categories of GET.
  - (i) Category 1 consists of viewing a video that lasts for one hour. This category is limited to delivery personnel, visitors, and other temporary personnel that require badged access to the general site and property protection areas and are typically on site greater than 10 days, but not consecutively, in a calendar year.
  - (ii) Category 2 consists of viewing a video and a written examination, and lasts for approximately two hours. This category would apply to visitors or other temporary personnel that require

badged access to the general site and property protection areas and are on site greater than 10 days consecutively in a calendar year, and additional training is not required as determined by WSRC.

- (iii) Category 3 consists of eight hours of training and includes instructor lecture along with audio and visual aids and a written examination. This category applies to individuals who require badged access to the general site, property protection areas, or security controlled areas and additional training is required, as determined by WSRC.

(3) Successful Completion Defined

Successful completion occurs when the individual:

- (i) Is scheduled for GET,
- (ii) Attends the GET session,
- (iii) Obtains a test score of 70% or greater on the written examination, if required, (100% is the highest obtainable score), and
- (iv) Properly completes all documents (rosters, exam answer sheet, etc.).

(4) Unsuccessful Completion Defined

If the individual fails to successfully complete GET, the individual is given a failure notice and is to notify the Subcontract Technical Representative (STR) for rescheduling for remedial training or for a re-test. The individual will be allowed several chances to successfully complete the GET. Continued failure to successfully complete GET will result in resolution by the STR.

(5) Scheduling for GET

The STR shall direct the individual to the appropriate training center to attend the GET session. GET training is scheduled subject to demand.

(6) Records

GET records will be maintained by WSRC.

B. Annual Refresher Training

Refresher Training is required after an individual's initial successful completion of all categories of GET, regardless of the individual's present employer. Category 1 and Category 2 GET training must be repeated annually. For Category 3, successful completion of Consolidated Annual Training (CAT) is required. The subcontractor is responsible for scheduling its employees for this training. The STR may be contacted for assistance.

- C. Upon providing proof of successful completion of GET either at another DOE facility, or while

employed by a firm other than the Supplier under this Order, the employee will not be required to repeat this training.

**A.30 SECURITY EDUCATION**

**REQUIREMENTS FOR CONTRACTORS**

*This Article is applicable if performance of the Subcontract will require the Contractor/ Subcontractor's employee(s) to receive a security badge.*

A. Subcontractor Security Education Coordinator

- (1) If the Subcontract will require a force of more than thirty (30) subcontract employees to receive a badge, then the Contractor shall provide to the WSRC Security Education Office, the name of its representative appointed to administer its Security Education Program. This representative shall be referred to as the Subcontractor Security Education Coordinator (SSEC).
- (2) If the Subcontract will require that less than thirty (30) subcontract employees to receive a badge, then the WSRC Subcontract Technical Representative (STR) will perform the activities discussed herein.

B. Company Roster

The SSEC will be responsible for providing the STR with a roster of all subcontract personnel receiving a badge. At a minimum the data shall include name, social security number, work telephone number, clearance level and place where work is generally performed. This list shall be kept current and updated every sixty-(60) days.

C. Initial Briefing

The SSEC will ensure that all subcontract personnel, regardless of clearance level, receive an Initial Security Briefing. This briefing is shown during General Employee Training. This briefing consists of a videotape shown during GET, or at the time of badging for those individuals not required to attend GET.

D. Comprehensive Briefing

If Contractor personnel have a clearance at the inception of the Subcontract, or receive a clearance at any time during the course of the Subcontract, the SSEC/STR will ensure that those Contractor employees receive a Comprehensive Briefing from WSRC.

E. Annual Refresher Briefing

The SSEC/STR shall ensure that all Contractor employees receive, at least once in a twelve (12) month period, an Annual Security Refresher briefing from WSRC. This briefing is provided during GET Refresher Training.

F. Foreign Travel Briefing

If a Contractor employee plans a trip to a sensitive country, whether on official business or for pleasure, the SSEC/STR is responsible for ensuring that the individual receives a Foreign Travel Briefing from WSRC before departing and a Debriefing upon return. The OPSEC Officer is responsible for these Briefings.

G. Badge Retrieval at Termination

The Contractor is responsible for ensuring that badges are returned or accounted for when a Contractor employee terminates employment or when the Subcontract is completed. The employee must report to Employment Processing Center, for proper completion of out-processing and badge return. This effort should be coordinated with the WSRC STR.

H. Termination Briefing

When a Contractor employee terminates employment or is reassigned, the SSEC/STR will ensure that a Termination Briefing by WSRC is given and the appropriate forms are executed. Briefing materials and appropriate forms are provided by WSRC.

**A.31 CONTRACTOR'S LIABILITY FOR FINES AND PENALTIES**

- A. Contractor is liable to WSRC for fines and penalties assessed by any governmental entity against WSRC or DOE as a result of Contractor's failure to perform its work under the Subcontract in compliance with the requirements of the Subcontract.
- B. Contractor shall indemnify and hold harmless WSRC and DOE from and against any and all claims, demands, actions, causes of action, suits, damages, expenses, including attorney's fees, and liabilities whatsoever resulting from or arising in any manner on account of the assessment of said fines and penalties against WSRC or DOE.

**A.32 FOREIGN NATIONALS**

*As used in this Article, the term "Foreign National" is defined to be a person who was born outside the jurisdiction of the United States, is a citizen of a foreign government and has not been naturalized under U.S. law.*

- A. The Subcontractor shall obtain the approval of WSRC, in writing, prior to any visit to a DOE or WSRC facility by any Foreign National in connection with work being performed under this Order, in accordance with the requirements of DOE Order 142.3, Unclassified Foreign Visits and Assignments Program. Visits are normally for the purpose of technical discussions, orientation, observation of projects or

equipment, training, subcontract service work, including delivery of materials, or for courtesy purposes. The term "visit" also includes officially-sponsored attendance at a DOE or WSRC event off-site from the DOE/WSRC facility, but does not include off-site events and activities open to the general public. Subcontractors should be aware that required forms and documents necessary for approval of visits by Foreign Nationals should be submitted to the WSRC Purchasing Representative at least four (4) to six (6) weeks prior to the visit, depending on the nationality of the individual and the areas to be visited. Forms can be obtained from the WSRC Purchasing Representative.

- B. In addition, the Subcontractor shall obtain the approval of the WSRC Purchasing Representative, in writing, prior to the employment of, or participation by, any Foreign National in the performance of work under this Subcontract or any lower tier Subcontract at off-site locations. Such approvals will be processed in accordance with the requirements of DOE Order 142.3
- C. In the performance of off-site work, Foreign Nationals only incidentally involved with a WSRC Subcontract, and who have no knowledge that their activities are associated with WSRC Subcontract work, are exempt from the above.

**A.33 JOINT INTELLECTUAL PROPERTY RIGHTS**

- A. "Joint Intellectual Property Rights" shall mean any work under the subcontract, which:
  - (1) Results from the involvement of at least one employee/participant from each of WSRC and the Subcontractor; and
  - (2) The subject matter of which is capable of protection under domestic or foreign law, including but not limited to, patents, copyrights, trademarks, or mask works.
- B. As to Joint Intellectual Property Rights, in which WSRC has a joint ownership interest, the Subcontractor agrees to negotiate in good faith with WSRC a Memorandum of Agreement to resolve issues of participation in protection and commercialization.

**A.34 SCIENTIFIC AND TECHNICAL INFORMATION**

- A. Electronic submissions of technical reports will consist of two virus-free copies that are readable in the following formats:



- (1) Text will be submitted in native software (that is compatible with the suite of document creation software currently used at SRS) (fonts identified) or in RTF (rich text format).
- (2) Embedded objects and files that are linked to a document must be supplied as well, as follows:
  - (i) Raster images (for example, photographs) will be submitted as TIFF or EPS @ resolution > 100 dpi.
  - (ii) Vector art (for example, line art) will be submitted as EPS images.
  - (iii) Data-driven displays (e.g., spreadsheet charts) must be accompanied by data set used to generate them.

### **A.35 BANKRUPTCY**

If the Supplier enters into any proceeding relating to bankruptcy, it shall give written notice via certified mail to the WSRC Purchasing Representative within five (5) days of initiating the proceedings. The notification shall include the date on which the proceeding was filed, the identity and location of the court and a listing of the WSRC Subcontract/Order Numbers for which final payment has not been made.

### **A.36 PRICE-ANDERSON AMENDMENTS ACT**

- A. The Department of Energy has promulgated Procedural Rules (10 CFR 820), Nuclear Safety Management Rules (10 CFR 830), and Radiation Protection Rules (10 CFR 835) in implementation of the Price-Anderson Amendments Act (PAAA) of 1988, Public Law 100-408, August 20, 1988. These rules govern the conduct of persons involved in DOE nuclear activities, and, in particular, are designed to achieve compliance with DOE nuclear safety requirements. Violation of the applicable rules will provide a basis for the assessment of civil and criminal penalties under the PAAA.
- B. This Order is subject to the requirements of the above rules if the performance of work involves conducting activities (including providing items and services), on or off the Savannah River Site, that affect, or may affect, the safety of DOE nuclear facilities.
- C. **Indemnification of WSRC**  
To the extent permitted by law, the Supplier assumes full responsibility and shall indemnify, save harmless, and defend WSRC and its principal subcontractors, their agents, officers, employees, and directors from any civil or criminal liability under Sections 234A or 223 (c) of the Act or the implementing regulations at 10

CFR Sections 820, et seq., arising out of the activities of the Supplier, its lower-tier subcontractors, suppliers, agents, employees, officers, or directors. The Supplier's obligation to indemnify and hold harmless shall expressly include attorneys fees and other reasonable costs of defending any action or proceeding instituted under Sections 234A or 223 (c) of the Act or the implementing regulations at 10 CFR Sections 820, et seq. A copy of the implementing regulations at 10 CFR Sections 820, et seq., will be made available to the Supplier upon request.

### **A.37 SUPPLEMENTAL DEFINITIONS FOR FAR AND DEAR CLAUSES INCORPORATED BY REFERENCE**

- A. "Contract" means this Subcontract or Purchase Order (except in instances when it is not applicable or appropriate), and includes changes and modifications to this Subcontract.
- B. "Contractor" means the party to whom this Subcontract or Purchase Order is awarded (except in instances when it is not applicable or appropriate).
- C. "Government" means WSRC (except in instances when it is not applicable or appropriate).
- D. "Contracting Officer" means the Procurement Representative of WSRC.
- E. "Lower-Tier Subcontractor" means any party entering into an agreement with the Subcontractor or any lower-tier Subcontractor for the furnishing of supplies or services required for performance of this Subcontract.

*This Subcontract or Purchase Order incorporates the Clauses identified below by reference, with the same force and effect as if they were given in full text. Upon request, WSRC will make their full text available.*

### **\*A.38 NUCLEAR HAZARDS INDEMNITY AGREEMENT (JUN 1996)**

DEAR 952.250-70

### **\*A.39 CLASSIFICATION/ DECLASSIFICATION (SEP 1997)**

DEAR 952.204-70

NOTE: This article applies if the Subcontract involves access to classified matter.

### **\*A.40 EQUAL OPPORTUNITY (FEB 1999)**

FAR 52.222-26

**\*A.41 CONVICT LABOR (AUG 1996)**

FAR 52.222-3

**\*A.42 NOTICE OF LABOR DISPUTES (FEB 1997)**

FAR 52.222-1

**\*A.43 INTEREST (JUN 1996)**

FAR 52.232-17, with the addition of a paragraph (d) to read as follows: “(d) No interest is payable to the Contractor for any claim or voucher the Contractor may submit for payment except as specifically imposed by a Court on any judgment obtained by the Contractor or as otherwise provided herein”.

**\*A.44 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)**

NOTE: This Article applies only with respect to work to be performed on-Site.

DEAR 952.203-70

**\*A.45 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)**

FAR 52.225-11

**\*A.46 PATENT RIGHTS - ACQUISITION BY THE GOVERNMENT (SEP 1997)**

DEAR 952.227-13

Article applies if award is to other than a Small Business Concern or Non-Profit Organization

**\*A.47 PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM (FEB 1995))**

DEAR 952.227-11

Article applies if award is to a Small Business Concern or Non-Profit Organization

**\*A.48 RIGHTS IN DATA – GENERAL (JUN 1987)**

FAR 52.227-14, as modified pursuant to DEAR 927.409(a) (1)

**\*A.49 RIGHTS IN DATA - ALTERNATE II (JUN 1987)**

FAR 52.227-14, as modified pursuant to DEAR 927.409(a) (1)

**\*A.50 ADDITIONAL DATA REQUIREMENTS (JUN 1987)**

FAR 52.227-16

**\*A.51 PRINTING (DEC 2000)**

DEAR 970.5208-1

NOTE: Applies if this Subcontract may require printing (as the term is defined in Title I of the U.S. Government Printing and Binding Regulations).

**\*A.52 PRIVACY ACT (APR 1984)**

FAR 52.224-1 and 52.224-2

**\*A.53 ACCOUNTS, RECORDS AND INSPECTIONS (DEC 2000)**

DEAR 970.5232-3

**SECTION B**

**SECTION B ARTICLES APPLY IF THE PRICE OF THIS ORDER EXCEEDS \$10,000.**

*(This Purchase Order incorporates the Clauses identified below by reference, with the same force and effect as if they were given in full text. Upon request, WSRC will make their full text available. Reference Article A.37, “Supplemental Definitions for FAR and DEAR Clauses Incorporated by Reference”).*

**\*B.1 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)**

FAR 52.222-36

**\*B.2 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)**

FAR 52.222-35

**\*B.3 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)**

FAR 52.222-37

**\*B.4 PATENT INDEMNITY (APR 1984)**

FAR 52.227-3

**\*B.5 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)**

FAR 52.222-21

## SECTION C

### **SECTION C ARTICLES APPLY IF THE PRICE OF THIS ORDER EXCEEDS \$25,000.**

#### **C.1 REPORTING OF ROYALTIES**

If any royalty payments are directly involved in the Subcontract or are reflected in the process or charges under the Subcontract, Contractor agrees to report in writing to WSRC during the performance of the Subcontract and prior to its completion or final settlement the amount of any royalties or other payments paid or to be paid by it directly to others in connection with the performance of the Subcontract together with the names and addresses of licensors to whom such payments are made and either the patent numbers involved or such other information as will permit identification of the patents or other basis on which the royalties are to be paid. The approval of DOE or WSRC of any individual payments or royalties shall not preclude the Government or WSRC at any time from contesting the enforceability, validity or scope of, or title to, any patent under which a royalty or payment is made.

*(This Purchase Order incorporates the Clauses identified below by reference, with the same force and effect as if they were given in full text. Upon request, WSRC will make their full text available. Reference Article A.37, "Supplemental Definitions for FAR and DEAR Clauses Incorporated by Reference".)*

#### **\*C.2 PROTECTION OF GOVERNMENT'S INTEREST IN SUBCONTRACTING (JUL 1995)**

FAR 52.209-6

## SECTION D

### **SECTION D ARTICLES APPLY IF THE PRICE OF THIS ORDER EXCEEDS \$100,000.**

*(This Purchase Order incorporates the Clauses identified below by reference, with the same force and effect as if they were given in full text. Upon request, WSRC will make their full text available. Reference Article A.37, "Supplemental Definitions for FAR and DEAR Clauses Incorporated by Reference".)*

#### **\*D.1 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997)**

DEAR 952.209-72

(Note: This Article is applicable only if for Advisory & Assistance Services.)

#### **\*D.2 AUTHORIZATION AND CONSENT (JUL 1995)**

FAR 52.227-1

#### **\*D.3 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002)**

DEAR 970.5227-5

#### **\*D.4 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)**

FAR 52.203-12

#### **\*D.5 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 1999)**

FAR 52.219-8

#### **\*D.6 INTEGRITY OF UNIT PRICES (OCT 1997)**

FAR 52.215-14

#### **\*D.7 ANTI-KICKBACK PROCEDURES (JUL 1995)**

FAR 52.203-7

#### **\*D.8 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)**

FAR 52.203-6

#### **\*D.9 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION - GENERAL (JUL 1995)**

FAR 52.222-4

#### **\*D.10 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (JUN 1997)**

FAR 52.247-64

#### **\*D.11 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)**

FAR 52.223-14

## SECTION E

### **SECTION E ARTICLES APPLY IF THE PRICE OF THIS ORDER EXCEEDS \$500,000.**

#### **E.1 DISPLACED EMPLOYEE HIRING PREFERENCE**

- A Definition. Eligible employee means a former or current employee of a contractor or subcontractor (1) who has been employed at a Department of Energy Defense Nuclear Facility as defined in Section 3161 of the National Defense Authorization Act for FY 1993 (Pub. L. 102-484) and the Interim Planning Guidance for Contractor Work Force Restructuring (DEC 1998) or other applicable Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time (hereinafter "Guidance"), (2) whose employment at such a Defense Nuclear Facility has been involuntarily terminated (other than for cause) or who has been notified that they are facing termination, (3) who has also met the job attachment test as set forth in applicable Departmental Guidance, and (4) who is qualified for a particular position with the Contractor or, with retraining, can become qualified within the time and cost limits set forth in the Departmental Guidance.
- B The Subcontractor will assess the skills needed for the work to be performed under this contract and will provide to DOE Job Opportunity Bulletin Board System (JOBBS) all information relevant to the qualifications for all of the positions for which the Subcontractor has vacancies.
- C Consistent with the Department of Energy Guidance as supplemented by the appropriate site work force restructuring plan, the Subcontractor agrees that it will provide to the extent practicable a preference in hiring to an eligible employee as defined other than for managerial positions (defined as those above the first level of supervision) for work to be performed under this subcontract.
- D The Subcontractor will develop training programs designed to improve the qualifications of employees to fill vacancies with the Subcontractor and will take such training into account in assessing the qualifications of eligible employees.
- E The requirements of this clause shall be included in subcontracts at any tier (except subcontracts for commercial items pursuant to 41 U.S.C. 403) expected to exceed \$500,000.

*(This Purchase Order incorporates the Clauses identified below by reference, with the same force and effect as if they were given in full text. Upon request, WSRC will make their full text available. Reference Article A.37, "Supplemental Definitions for FAR and DEAR Clauses Incorporated by Reference".)*

#### **\*E.2 WORKFORCE RESTRUCTURING UNDER SECTION 3161 OF THE NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 1993 (DEC 2000)**

DEAR 970.5226.2

#### **\*E.3 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 1999)**

FAR 52.219-9

## SECTION F

### **SECTION F ARTICLES APPLY ONLY IF SPECIFIED IN THE ORDER, REGARDLESS OF ORDER PRICE.**

#### **F.1 INTEGRATION OF ENVIRONMENT, SAFETY AND HEALTH INTO WORK PLANNING AND EXECUTION**

- A. For the purpose of this Article,
- (1) Safety encompasses environment, safety and health, including pollution prevention and waste minimization; and
  - (2) Employees include Subcontractor and lower-tier subcontractor employees.
- B. In performing work under this Subcontract, the Subcontractor and any lower-tier Subcontractor(s), shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The Subcontractor shall exercise a degree of care commensurate with the work and the associated hazards. The Subcontractor shall ensure that management of environment, safety and health (ES&H) functions and activities becomes an integral, but visible part of the Subcontractor's work planning and execution processes. The Subcontractor shall, in the performance of work, ensure that:

- (1) Line management is responsible for the protection of employees, the public, and the environment. Line management includes those subcontractor and lower-tier subcontractor employees managing or supervising employees performing work.
  - (2) Clear and unambiguous lines of authority and responsibility for ensuring ES&H are established and maintained at all organizational levels.
  - (3) Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities.
  - (4) Resources are effectively allocated to address ES&H, programmatic, and operational considerations. Protecting employees, the public, and the environment is a priority whenever activities are planned and performed.
  - (5) Before work is performed, the associated hazards are evaluated and an agreed-upon set of ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.
  - (6) Administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.
  - (7) The conditions and requirements to be satisfied for operations to be initiated and conducted are established and agreed-upon by WSRC and the Subcontractor. These agreed-upon conditions and requirements of the Subcontract are binding upon the Subcontractor. The extent of documentation and level of authority for agreement shall be tailored to the complexity and hazards associated with the work.
- C. The Subcontractor and any lower-tier Subcontractor(s), shall manage and perform work in accordance with Article G.2 or a documented Worker Protection Plan (WPP) that fulfills all conditions in paragraph B. of this Article to the degree specified in Article G.3 or G.4. as indicated applicable to this subcontract Documentation in the subcontract shall describe how the Subcontractor will:
- (1) Define the Work to be performed;
  - (2) Identify and analyze hazards associated with the work;
  - (3) Develop and implement hazard controls;
  - (4) Perform work within controls; and
  - (5) Provide feedback on adequacy of controls and continue to improve safety management.
- D. The subcontract shall describe how the Subcontractor will establish, document, and implement safety performance objectives, performance measures, and commitments in response to Subcontract requirements and funding limits while maintaining the integrity of the WPP. The subcontract shall also describe how the Subcontractor will measure WPP effectiveness.
- E. The Subcontractor shall submit to the WSRC Purchasing Representative documentation of its WPP for review and acceptance. The WSRC Purchasing Representative will establish dates for submittal, discussions, and revisions to the WPP. The WSRC Purchasing Representative will provide guidance on preparation, content, review, and acceptance of the WPP. On an annual basis, the Subcontractor shall review and update, for WSRC acceptance, its safety performance objectives, performance measures, and commitments consistent with, and in response to, Subcontract requirements, funding limits and direction. Resources shall be identified and allocated to meet the safety objectives and performance commitments as well as maintain the integrity of the entire WPP. Accordingly, the subcontract shall be integrated with the Subcontractor's business processes, as applicable to the Scope of Work contained in this subcontract, for work planning, budgeting, authorization, execution, and change control.
- F. The Subcontractor and any lower-tier Subcontractor(s), shall comply with, and assist WSRC in complying with, ES&H requirements of all applicable laws and regulations, and applicable directives identified in the Article of this Subcontract on Laws, Regulations, and DOE Directives. The Subcontractor shall cooperate with Federal and non-Federal agencies having jurisdiction over ES&H matters under this Subcontract.
- G. The Subcontractor shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements including those specified in the subcontract. If the Subcontractor fails to provide resolution or, if at any time, the Subcontractor's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public, the WSRC Purchasing Representative may issue an order stopping work in whole or in part. Any stop work order issued

by the WSRC Purchasing Representative under this Article (or issued by the Subcontractor to a lower-tier subcontractor shall be without prejudice to any other legal or contractual rights of WSRC. In the event that the WSRC Purchasing Representative issues a stop work order, an order authorizing the resumption of the work may be issued at the discretion of the WSRC Purchasing Representative. The Subcontractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this Article.

- H. WSRC shall hold the Subcontractor responsible for compliance with the ES&H requirements applicable to this Subcontract, including performance of work by any lower-tier subcontractor(s).

## **F.2 ENVIRONMENT, SAFETY, AND HEALTH COMPLIANCE - ALTERNATIVE I**

*(Compliance by the Subcontractor with the requirements of this Article F.2 shall satisfy any/all requirements of Article F.1, "Integration Of Environment, Safety and Health Into Work Planning And Execution", applicable to the scope of work contained in this Subcontract.)*

- A. The Subcontractor, and any lower-tier Subcontractor(s), shall take all reasonable precautions in the performance of the work under this Subcontract to protect the environment, safety, and health of employees and members of the public. All work shall be performed to include lower-tier subcontracted work in compliance with all applicable WSRC/DOE environmental, safety, and health requirements, orders, and procedures including related reporting requirements. The WSRC Purchasing Representative shall notify the Subcontractor in writing of any noncompliance with the provisions of this Article and the corrective action to be taken. After receipt of such notice, the Subcontractor shall immediately take corrective action. In the event that the Subcontractor fails to take corrective action and comply with said WSRC/DOE regulations, requirements and procedures the WSRC Purchasing Representative may, without prejudice to any other legal or contractual rights of WSRC, issue an order stopping work in whole or in part. An order authorizing the resumption of work may be issued at the discretion of the WSRC Purchasing Representative. The Subcontractor shall not be entitled to an extension of time or additional fee or damages

by reason of, or in connection with, any work stoppage ordered in accordance with this Article.

- B. Prior to the start of work under this subcontract, the subcontractor shall provide to the WSRC Purchasing Representative a letter acknowledging a Corporate Safety and Health Policy and confirmation of compliance with WSRC procedures.
- C. The Subcontractor shall designate a safety and health professional or representative, as specified in the subcontract. The designation must include the person's qualifications and duties.

## **F.3 ENVIRONMENT, SAFETY, AND HEALTH COMPLIANCE - ALTERNATIVE II**

*(Compliance by the Subcontractor with the requirements of this Article F.3 shall satisfy any/all requirements of Article F.1, "Integration Of Environment, Safety and Health Into Work Planning And Execution", applicable to the scope of work contained in this Subcontract.)*

- A. The Subcontractor and any lower-tier subcontractor(s) shall take all reasonable precautions in the performance of the work under this Subcontract to protect the environment, safety and health of employees and members of the public, and shall comply with OSHA and all other applicable federal, state and local regulatory requirements. The subcontractor and any lower-tier subcontractor shall comply with site-specific ES&H requirements when specified in the subcontract. The WSRC Purchasing Representative shall notify the Subcontractor in writing of any noncompliance with the provisions of this Article. After receipt of such notice, the Subcontractor shall immediately take corrective action. In the event that the Subcontractor fails to take corrective action and comply with said regulations and requirements, the WSRC Purchasing Representative may, without prejudice to any other legal or contractual rights of WSRC, issue an order stopping work in whole or in part. An order authorizing the resumption of work may be issued at the discretion of the WSRC Purchasing Representative. The Subcontractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this Article.
- B. Corporate Worker Protection Plan (WPP)  
The Subcontractor shall possess and maintain a corporate Worker Protection Plan (WPP) which implements the OSHA requirements applicable to the normal course of the Subcontractor's

business. Prior to the start of work under this Subcontract, the Subcontractor shall provide to the WSRC Purchasing Representative a copy of the WPP and sample Task Specific Plans (TSP) (based on a minimum of three tasks in the scope of work) for review and acceptance by the appropriate WSRC organization(s). NOTE: Subcontractor is responsible for conducting hazard analysis and documenting additional TSPs. Work under this Subcontract shall not commence until the WPP and TSPs have been accepted by WSRC. The Subcontractor shall provide a copy of the accepted WPP and TSP to any lower-tier Subcontractor(s). The Subcontractor's employees and the employees of any lower-tier Subcontractor(s), shall comply with the WPP and TSPs in the performance of the work under this Subcontract. The WPP shall meet the following minimum requirements:

- (1) Shall include management policies that provide for clear goals, responsibilities, authority, and accountability for meeting loss control objectives;
  - (2) Shall include the implementation of applicable local, state, federal, environment, safety and health requirements that are relevant to the scope of work, including ANSI C2-1981, "National Electrical Safety Code", and NFPA 70E, "Standard for Electrical Safety Requirements for Employee Workplaces";
  - (3) Shall provide employee guidance on internal engineering controls, precautions, and requirements on personal protective equipment (PPE) to minimize, control and/or prevent employee exposure to include equipment/property loss;
  - (4) Shall include Task Specific Plans that include hazard identification and control measures that provide for safe work practices and employee training (i.e., 1) Define Scope of Work, 2) Identify and Analyze Hazards, 3) Develop and Implement Controls, 4) Perform Work within Controls, 5) Provide Feedback, and Continuous Improvement.)
- C. Shall provide the STR copies of Material Safety Data Sheets for all chemicals brought to SRS prior to the initial use of such chemicals. In addition, the Subcontractor shall provide the STR with a current inventory on a monthly basis for chemicals stored on-site for thirty (30) or more days per EPCRA/CERCLA. All chemicals stored on-site shall follow NFPA storage guidelines.
- D. Shall designate a safety and health professional

or representative as specified in the Subcontract. The designation must include the person's qualifications and duties and be documented in the Subcontractor's Worker Protection Plan.

E. Environmental Compliance

The Subcontractor and any lower-tier subcontractor(s) shall comply with all applicable environmental protection laws, Executive Orders, ordinances, regulations, directives, and codes. Upon request, the Subcontractor shall submit an Environmental Compliance Plan (ECP) outlining the methods proposed to address the environmental requirements specified in the scope of work. The ECP shall specify the person responsible for ensuring the requirements are met.

F. Site Reporting Requirements

The Subcontractor shall immediately notify the STR or WSRC Procurement Representative of any event/condition that may require reporting to DOE. Further, the Subcontractor shall cooperate with any WSRC or DOE critique, analysis, or investigation for such events/conditions. Events/conditions that require reporting to DOE are defined in DOE Manual 231.1-2 (DOE M 231.1-2) and can include (but are not limited to):

- (1) Operational emergencies,
- (2) Occupational injury or illness (including exposures to hazardous substances in excess of allowable limits) and near misses,
- (2) Fires/explosions.
- (3) Hazardous energy control failures,
- (4) Operations shutdown directed by management for safety response,
- (5) Environmental release of radioactive materials, hazardous substances, regulated pollutants, oil spills, etc.,
- (6) Violation of Federal Motor Carrier Safety Regulations or Hazardous Material Regulations,
- (7) Loss, damage, theft, or destruction to government property (including damage to ecological resources like wetlands, critical habitats, historical/archeological sites, etc.),
- (8) Spread of radioactive contamination or loss of control of radioactive materials,
- (9) Personnel radioactive contaminations or exposures, and
- (10) Violations of procedures.

In addition, the Subcontractor shall preserve conditions surrounding or associated with the event for continued investigation unless such actions interfere with establishing a safe condition.

**F.4 ENVIRONMENT, SAFETY, AND  
HEALTH COMPLIANCE –  
ALTERNATIVE III**

**(Compliance by the Subcontractor with the requirements of this Article F.4 shall satisfy any/all requirements of Article F.1, "Integration Of Environment, Safety and Health Into Work Planning And Execution", applicable to the scope of work contained in this Subcontract.)**

A. The Subcontractor and any lower-tier subcontractor(s) shall take all reasonable precautions in the performance of the work under this Subcontract to protect the environment, safety and health of employees and members of the public, and shall comply with OSHA and all other applicable federal, state and local regulatory requirements. The subcontractor and any lower-tier subcontractor shall comply with site-specific ES&H requirements when specified in the subcontract. The WSRC Purchasing Representative shall notify the Subcontractor in writing of any noncompliance with the provisions of this Article. After receipt of such notice, the Subcontractor shall immediately take corrective action. In the event that the Subcontractor fails to take corrective action and comply with said regulations and requirements, the WSRC Purchasing Representative may, without prejudice to any other legal or contractual rights of WSRC, issue an order stopping work in whole or in part. An order authorizing the resumption of work may be issued at the discretion of the WSRC Purchasing Representative. The Subcontractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this Article.

**B. Compliance Statement/Corporate Worker Protection Plan (WPP)**

The Subcontractor shall possess and maintain a corporate Worker Protection Plan (WPP) which implements the OSHA requirements applicable to the normal course of the Subcontractor's business. Prior to the start of work under this Subcontract, the Subcontractor shall provide to the WSRC Purchasing Representative a copy of the WPP for review and acceptance by the appropriate WSRC organizations. In lieu of submission of the WPP for review and acceptance, a compliance statement certifying that the above WPP is in effect may be acceptable, if it is determined by WSRC that work to be performed under this subcontract is non-hazardous. The Subcontractor's employees and the employees of any lower-tier

subcontractor(s), shall comply with the WPP in the performance of the work under this Subcontract. Work under the Subcontract shall not commence until the above WPP/compliance statement has been received and accepted by WSRC. If only a compliance statement is required, as provided above, WSRC reserves the right to request and review the Subcontractor's WPP at any time during the performance of the subcontract. The Subcontractor shall provide a copy of the WPP to any lower-tier subcontractor(s). The WPP shall meet the following minimum requirements:

- (1) Shall include management policies that provide for clear goals, responsibilities, authority, and accountability for meeting loss control objectives;
  - (2) Shall include the implementation of applicable local, state, federal, environment, safety and health requirements that are relevant to the scope of work, including ANSI C2-1981, "National Electrical Safety Code", and NFPA 70E, "Standard for Electrical Safety Requirements for Employee Workplaces";
  - (2) Shall provide employee guidance on task hazards, engineering controls, precautions, and requirements on personal protective equipment (PPE) to minimize, control and/or prevent employee exposure to include equipment/property loss;
- C. The Subcontractor shall provide the STR copies of Material Safety Data Sheets for all chemicals brought to SRS prior to the initial use of such chemicals. In addition, the Subcontractor shall provide the STR with a current inventory on a monthly basis for chemicals stored on-site for thirty (30) or more days per EPCRA/CERCLA. All chemicals stored on-site shall follow NFPA storage guidelines.
- D. The Subcontractor shall designate a safety and health professional or representative as specified in the Subcontract. The designation must include the person's qualifications and duties and be documented in the Subcontractor's Worker Protection Plan.
- E. **Environmental Compliance**  
The Subcontractor and any lower-tier subcontractor(s) shall comply with all applicable environmental protection laws, Executive Orders, ordinances, regulations, directives, and codes. Upon request, the Subcontractor shall submit an Environmental Compliance Plan (ECP) outlining the methods proposed to address the environmental requirements specified in the scope of work. The ECP shall specify the person



responsible for ensuring the requirements are met.

F. F. Site Reporting Requirements

The Subcontractor shall immediately notify the STR or WSRC Procurement Representative of any event/condition that may require reporting to DOE. Further, the Subcontractor shall cooperate with any WSRC or DOE critique, analysis, or investigation for such events/conditions. Events/conditions that require reporting to DOE are defined in DOE Manual 231.1-2 (DOE M 231.1-2) and can include (but are not limited to):

- (1) Operational emergencies,
- (2) Occupational injury or illness (including exposures to hazardous substances in excess of allowable limits) and near misses,
- (3) Fires/explosions.
- (4) Hazardous energy control failures,
- (5) Operations shutdown directed by management for safety response,
- (6) Environmental release of radioactive materials, hazardous substances, regulated pollutants, oil spills, etc.,
- (7) Violation of Federal Motor Carrier Safety Regulations or Hazardous Material Regulations,
- (8) Loss, damage, theft, or destruction to government property (including damage to ecological resources like wetlands, critical habitats, historical/archeological sites, etc.),
- (9) Spread of radioactive contamination or loss of control of radioactive materials,
- (10) Personnel radioactive contaminations or exposures, and
- (11) Violations of procedures.

In addition, the Subcontractor shall preserve conditions surrounding or associated with the event for continued investigation unless such actions interfere with establishing a safe condition.

*(This Purchase Order incorporates the Clauses identified below by reference, with the same force and effect as if they were given in full text. Upon request, WSRC will make their full text available. Reference Article A.37, "Supplemental Definitions for FAR and DEAR Clauses Incorporated by Reference".)*

**\*F.6 PRICE REDUCTION FOR DEFECTIVE  
COST OR PRICING DATA (OCT 1997)**

FAR 52.215-10

**\*F.7 PRICE REDUCTION FOR DEFECTIVE  
COST OR PRICING DATA—  
MODIFICATIONS (OCT 1997)**

FAR 52.215-11

**F.5 COPYRIGHTS FOR WSRC DIRECTED  
TECHNICAL PERFORMANCE**

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